

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Aramid Entertainment Fund Limited, *et al.*,

Debtors.¹

Chapter 11

Case No.: 14-11802 (SHL)

(Jointly Administered)

Relates to ECF Nos. 521, 522, 523, 524, and 525

**STIPULATION BETWEEN THE DEBTORS AND MOLNER PARTIES
REGARDING OBJECTIONS TO PROOFS OF CLAIM
FILED BY THE MOLNER PARTIES**

This stipulation (the “Stipulation”) is made and entered into by and between Aramid Entertainment Fund Limited (“AEF”), Aramid Liquidating Trust, Ltd. (“ALTL”) and Aramid Entertainment, Inc. (“AEI”, and together with AEF and ALTL, the “Debtors”), on one hand, and David Molner (“Molner”), Screen Capital International Corp. (“SCIC”), Aramid Capital Partners, LLP (“ACP”), Asset Resolution Partners, Ltd. (“ARP”), and Genco Capital Corporation (“GCC” and together with Molner, SCIC, ACP and ARP, the “Molner Parties”, each a “Molner Party”), on the other hand. The Debtors and the Molner Parties are referred to collectively as the “Parties”, each a “Party.”

RECITALS

WHEREAS, on June 13, 2014 (the “Petition Date”), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

¹ The Debtors and, if applicable and known, the last four digits of their taxpayer identification numbers are as follows: Aramid Entertainment Fund Limited; Aramid Liquidating Trust, Ltd. (f/k/a Aramid Entertainment Participation Fund Limited); and Aramid Entertainment, Inc. (0704). The Debtors’ U.S. address is c/o Duff & Phelps, LLC, 55 East 52nd Street, 31st Floor, New York, NY 10055.

WHEREAS, on October 30, 2015, the Debtors filed the following objections to the proofs of claim filed by the Molner Parties (the “Objections”, each an “Objection”):

- a. Debtors’ Objection to Proofs of Claim Filed by Molner [Dkt. #521];
- b. Debtors’ Objection to Proofs of Claim Filed by ACP [Dkt. #522];
- c. Debtors’ Objection to Proofs of Claim Filed by ARP [Dkt. #523];
- d. Debtors’ Objection to Proofs of Claim Filed by GCC [Dkt. #524]; and
- e. Debtors’ Objection to Proofs of Claim Filed by SCIC [Dkt. # 525].

WHEREAS, the Molner Parties have requested additional time to respond to the Objections, and the Debtors and the Molner Parties intend to take discovery relating to the Objections.

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. The Recitals set forth above are incorporated by reference.
2. The deadline for each of the Molner Parties to file a response to the Objection relating to the proofs of claim filed by such Molner Party is extended to January 14, 2016, at 5:00 p.m. (Eastern).
3. Unless further continued by the Debtors, the hearing on the Objections will be held on February 4, 2016, at 11:00 a.m. (Eastern).
4. Each person executing this Stipulation represents and warrants that he or she is fully authorized and empowered to enter into this Stipulation on behalf of, and to bind, each Party for whom he or she executes this Stipulation, subject to the Court’s approval. This Stipulation will constitute the entire agreement by and between the Parties regarding the matters addressed herein.

5. No modification, amendment or waiver of any of the terms or provisions of this Stipulation will bind any Party unless such modification, amendment or waiver is in writing, has been approved by the Court, and has been executed by a duly authorized representative of the Party against whom such modification, amendment or waiver is sought to be enforced.

6. This Stipulation is for the sole benefit of the Parties and nothing, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Stipulation.

7. This Stipulation may be executed in one or more counterparts and by facsimile or electronic copy, all of which will be considered effective as an original signature.

8. The Parties acknowledge that this Stipulation is the joint work product of the Parties and that, accordingly, in the event of ambiguities in this Stipulation, no inferences will be drawn against any Party on the basis of authorship of this Stipulation.

9. This Stipulation will be governed by and construed in accordance with the Bankruptcy Code and the laws of the State of New York, without regard to the conflict of laws principles thereof. This Stipulation will be binding upon and inure to the benefit of the Parties and their respective predecessors, successors, assignees, agents, attorneys and representatives.

10. The Court will retain exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Stipulation.

11. This Stipulation is without prejudice to the Molner Parties' right to seek a further adjournment of the deadlines.

[Signature page follows]

IN WITNESS WHEREOF and in agreement herewith, by and through the undersigned,
the Parties have executed and delivered this Stipulation as of the date first set forth below.

Dated: December 2, 2015

/s/ James C. McCarroll
James C. McCarroll, Esq.
Jordan W. Siev, Esq.
Kurt F. Gwynne, Esq. (pro hac vice)
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*Counsel for the Debtors and Debtors in
Possession*

/s/ Amnon Z. Siegel
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Counsel for Molner, SCIC, ACP, ARP, and GCC

THE STIPULATION IS APPROVED. IT IS SO ORDERED:

Dated: December 16, 2015
New York, New York

/s/ Sean H. Lane
HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE